4653 25/3/30
Mr. S.S.

Previous

App. F. IX-4

1925.

File No. 114-25

Previous References

(LB

Serial Nos. 14 & 18

Later References

D No. 4653/30
Sec 20:131/29-30

General and Revenue Secretariat.

Serial Nos. 2

Part B for February 1930

SUBJECT

Bye Laws re - levy of fees for the control of Ferries in the Hatton Dr

(Fl. 18) To the Deputy Commr, Hatton Dr
No L 6379 of 28. 2. 30.
Approves the form of agreement re - the sale of the right of collecting tolls on Ferries etc.

6/3/30.

3069/27

App. F. III—2]

General and Revenue Secretariat — File No 114 of 192 5

Serial No.

14. Letter 200 C. 182 Dy 20.12.27 Presidt B.d Karaikal forwarding draft agreement approved by the Board for the sale of the right of collection of tolls on ferries on the Arasalar

Draft Bye laws have been sent up by the Board for the management & working of ferries on the Arasalar. The Board may be asked to send for approval draft Bye laws on the lines of the Boundary Canal Rules already sent to them.

A copy of the Bye laws received from the Chief Engr of B.d may be sent for information to the Board after they are finally approved.

24/12

The file relating to the Boundary Canal Rules may be sent for information to the Board.

Bye laws. The Bye laws have been asked to be revised & published & then sent up to Govt. (vide Linked file herewith)

24-1-30

3) Bye laws regulating the working of ferries on the Arasalar

Note—Contn. Sheet

WD-066—GPB—30,000—26-7-29.

General and Revenue Secretariat. 45 File No. 114 of 1925.

Serial No.

4. The Hassan District Board has sent up the form of the draft agreement to be taken from the lessees for the control of ferries in the District together with their resolution in the matter. The resolution specifies 6 modifications made in the draft agreement proposed by the standing ~~standing~~ Committees of the District Board." The District Board consider that "Boats" should include "Baskets" also. The object of the correspondence that led to the consideration of this subject was the replacement of basket boats by wooden boats, (vide this Office Memo No. 3692-700/L.B. 114-25-1 dated 21st November 1925.) The District Board may be instructed to prohibit the use of basket boats and the proposal of the Board in this respect may not be approved. There is no objection to the remaining 5 modifications proposed by the Board.

5. The agreement may be approved with slight modifications noted in the copy enclosed and specified below:

(1) For the word "tolls" wherever it is used "fees" may be used.

(2) In bye-law No.6, the 2nd sentence is not in proper form. It may be altered as follows:-

I shall see that no explosives are carried in the boat."

(3) Schedule A may be shown in the proper place at the end of the agreement form.

6. The bye-laws have not been received from the District Board and they may be requested to

NOTE—Contn. sheet.

frame

3069

25-vol. 3

App. F. III—2]

General and Revenue. Secretariat. L. B. File No. 112 of 1925

Serial No.

frame the necessary bye-laws and incorporate therein the exemptions to be given. A copy of the bye-laws ~~amended~~ approved in the case of the Chitaldrug District Board may be sent to the Hassan District for adoption with such changes as they consider suitable -- they may be asked to publish the bye-laws ~~suitable~~ and submit them for sanction with the objections raised

OFFICE OF THE MEMBER OF COUNCIL
4 FEB. 1930
No. 59-68

REV. SECTT.
1 APR 1930

NOTE—Contn. sheet.

WD 066—GPB—30,000—26-7-29

No C.189-26/Enc 2.

OFFICE OF THE PRESIDENT, DISTRICT BOARD,

Hassan, Dated 20th December 1927

From

N. S. Nanjundiah, Esq.,
President, District Board.
Hassan.

To

R. Ranga Rao, Esq., B.A., B.L.,
Secretary to the Government of His Highness the Maharaja of Mysore,
General Department, Bangalore.

Through the Deputy Commissioner, Hassan District.

Sir,

With reference to your letter No.L:8607, dated 2nd June 27, calling for the bye-laws relating to the management and working of ferries on the lines adopted in the Bombay Presidency, I have the honor to state that the subject was considered by the Board, at their meeting held on 29th and 30th October 1927 and the Board have approved the draft agreement as approved by the Standing Committee with the following modifications:-

(1) Boat must include baskets.

(2) The certificate of soundness of the Boat must be given by the President after consulting the P.W.D.

(3) The fine to be imposed under clause 17 need exceed Rs 50/-

(4) The President should have power to grant exemption from maintaining and rendering accounts, according to circumstances, in the case of small ferries yielding small income.

(5) The certificate of soundness of boat should be obtained annually.

(6) The District Board members should have the power to visit the ferry, inspect the boats and furniture, inspect the accounts and forward their report to the President.

The draft agreement as finally approved by the Board together with the resolution thereof is enclosed.

Forwarded with compliments to the General Secretary to the Government of His Highness the Maharaja of Mysore, Bangalore.

Hassan;
25th Dec. 1927

DEPUTY COMMISSIONER,
HASSAN DISTRICT.

I have the honor to be,
Sir,
Your most obedient servant,

President,
District Board, Hassan.

Proceedings of the Second Ordinary meeting of the Hassan District Board, held on 29th and 30th October 1927.

P r e s e n t.

N.S.Nanjundiah, Esq., President, District Board, Hassan.

Ex-officio members. 2 Non-officials 25.

74. General Secretary's letter No.L.8607, dated 2nd June 1927, calling for the bye-laws relating to the management and working of ferries on the lines adopted in the Bombay Presidency.

RESOLUTION. The resolution of the Standing Committee is approved subject to the following modifications

(1) Boat must include baskets.

(2) The certificate of soundness of the boat must be given by the President after consulting the Public Works Department.

(3) The fine to be imposed under clause 17 need not exceed Rs 50/

(4) The President should have power to grant exemption fromm maintaining and rendering accounts, according to circumstances, in the case of small ferries yielding small income.

(5) The certificate of soundness of boat should be obtained annually.

(6) The District Board members should also have power to visit the ferry, inspect the boats and furniture, inspect the accounts and furnish their report to the President.

Sd. N.S.Nanjundiah,
President, District Board, Hassan.

"Copy".

President,
District Board, Hassan.

FORM OF AGREEMENT.

In consideration of the District Board President of granting to me, on my promising to pay to the District Board of Rs the exclusive right to collect tolls from 1st July 192 to 30th June 192 for three years at the ferry on the river at Taluk, District, subject to the payment of the above sum, I, son of resident of Taluk District undertake to abide by each and all of the below-mentioned conditions, and I have deposited with the said President, District Board the sum of Rs in cash or in the shape of securities and given sureties each in the sum of Rs byway of additional security for the fulfilment of this agreement.

CONDITIONS.

I undertake to pay into the Government Treasury at Rs in 36 equal instalments of Rs each on the first of each month.

2. I shall work the ferry at the appointed time and place only and not otherwise.

3. The ferry shall be in charge of the tindal appointed by

The types of boats if provided by me shall be those prescribed by the President, District Board. I shall at my own expense keep in good and thorough repair the ferry boat or boats and all furniture in connection with it, and shall, on the expiry or termination of the farm, make it or them over to such officer as the President, may appoint in this behalf, provided it or they are supplied to by the President, District Board. I shall, at my expense, execute all repairs to the boat and to furniture, approved by the President, District

Board and shall not execute any such repairs without first obtaining such approval, except in cases of emergency, when necessary repairs will be carried out first and then submitted to the President, District Board for approval. I shall pay such sums as cost of any repairs executed by the District Board or as compensation for any damage done to the boats or the furniture supplied by the District Board, as the District Board President may determine; and I shall at all reasonable times permit officers, deputed either generally or specially for the purpose by the President, District Board to examine the ferry boat and equipment and shall not ply any boat without a certificate of soundness from the President, District Board ~~(as per District Board resolution.~~

"The certificate of soundness of the boat must be given by the President, after consulting the P.W.D."

The tindal and the necessary Khalasis will be appointed by me. The boats and the necessary number of Khalasis as shown in clause 19 will be maintained by me. I shall employ any other additional men required for loading and unloading passengers' luggage, goods and the like. I shall personally or through a man appointed for the purpose see that all reasonable facilities are afford to passengers, and that their luggage and goods are taken to the banks of the river with care. I shall submit to the District Board President or to such officer as he may direct, for his approval, the name, age and address of the person to be so employed, and such person shall be liable to immediate dismissal from such employment without previous notice on the written requisition of the District Board President or such other officer, as he may direct. The men to be appointed by me for working the ferry shall be strong, active and trained for the work to which they are to be appointed. I shall see that they do not take any drug

or other intoxicant while on duty but are sober. I shall not ply any boat with less than the number of boatmen to be carried on such boat under the provisions of clause 19.

5. I shall work the ferry day and night on every day that the ferry can be worked or at such other times as shall be determined by the President, District Board, during the period of this lease and shall post one bright lamp on each side of the river and one on the ferry itself. I shall keep the ferry at a convenient place to admit of the passengers and their luggage. animals, carts, carriages and goods getting in, or being brought into, the ferry with safety. I shall also keep ready a ladder or wooden planks sufficient for the use of passengers getting in or out of the ferry whenever necessary. I shall take steps to prevent passengers embarking or alighting from the ferry except by the proper planks or ladders. The ferry boats shall also be kept in readiness for the crossing of the mail as soon as it reaches the ferry. Animals and carts shall be conveyed only by such appointed boats and rafts as have decks and not by any other boat. A board showing in vernaculars how many persons and what quantity of goods each boat is authorised to convey shall be suspended in each boat.

6. I shall not admit passengers, carts, animals and goods and will in no case detain them for more than two hours on the banks. No explosive shall be carried in the ferry boat. I shall not use any ferry boat and licensed to carry 10 or more passengers without a load line clearly painted on it. I shall not ply any such ferry boat with the load line under water.

7. I shall levy tolls at the rate specified in the attached schedule A. All tolls levied shall be recovered in cash. I or any other servant employed by me, shall collect the tolls from

the passengers at the time of starting and not while the boat is crossing the ferry. The levy of tolls shall be subject to the exemptions mentioned in the Schedule B, and those that have been or may hereafter be notified; the exemptions now in force are those specified in Schedule B.

8. I shall, at my own expense, keep posted up in a conspicuous place, on each side of the ferry, a table both in English and Kannada showing the tolls to be levied and the exemptions as well as the number of passengers and load allowed for each boat. I shall keep a board on the ferry stand on each side of the ferry with a copy of the certificate of soundness from the President, District Board relating to each boat maintained by me pasted on it.

9. On the expiry of the rainy season i.e, when the boat is not required for the ~~that on November 1st~~ ferry I shall keep the ferry boat, supplied to me by the District Board under an awning or a thatch roof at my own cost to protect it against all damages and also secure it by means of chain and lock so as to prevent the use of it by people ignorant of managing it, and I shall make good all loss whatever arising from my failure to do what I am bound to do under the terms of this agreement.

10. I shall bear all expenses in respect of the employment of one or two Police Constables, if in consequence of any quarrel between me and any of the passengers or owing to any other misconduct, the District Board President, thinks it necessary to employ any such constable or constables.

11. I shall not sublet or otherwise transfer the whole or any portion of the right to levy tolls at the ferry to any person nor hold the contract in partnership with anybody without previously obtaining the written permission of the President, District

Board.

12. I shall have at my own expense prepared and kept available at the ferry a copy of this agreement and shall produce it on demand for inspection by any District Board officer, not lower in rank than a Sanitary Inspector.

13. I shall keep a correctly written day-book relating to the management of the contract and enter in such day-book ~~relating to the management of the contract~~ the number of men and animals conveyed and the approximate income therefrom. At the end of the year, I shall forward to the District Board President, the whole year's account when made up. I shall show the day book to any one who may be deputed by the President, District Board to inspect it.

14. If during the continuance of this agreement any of my sureties shall die, or shall abscond, or for any other reason be disqualified to stand as surety or will apply for discharge from liability as such surety, I shall, within one month, of the requisition from the President, District Board so to do, give another surety to the satisfaction of the President, District Board.

15. I shall myself or through my servant carry on the farm subject to the provision of the District Board Regulation and to any rules or bye-laws that have been, or may hereafter be, made by the President, District Board under section 57 of the said regulation, provided that if any such rule or order necessitates such a modification of the position of the ferry or of the schedules showing the rates of tolls to be levied, the conditions of levy and exemptions of tolls, as will diminish the value of the farm the President, District Board shall give me the option either of surrendering the farm for the unexpired

portion of the period hereby granted on full discharge of all payments due by me up to date, or of continuing the farm for the full period subject to the payment of such modified amount of revenue or rent on account of the farms as the President, District Board may determine. If for any reason the District Board deem it expedient to close absolutely any toll station on the ferry and issue orders to that effect; they reserve to themselves the right to take a part of the amount of the contract proportionate to the expired portion of the term of the contract and to cancel the contract for the remaining period.

16. Subject to the provision of the last preceding clause I shall bear all loss arising from any cause whatsoever and shall punctually make all payments due by me to Distfict Board under this agreement from time to time as soon as they become due without any pretext or excuse or claim for compensation or remission whatever. If I fail to pay any amount on the due date, I shall pay interest on every such amount at 9% per annum from that date. In the event of any default in payment of any sum due under this agreement within ten days of receipt of the notice demanding payment of the same, the President, District Board, may recover the same, together with the amount of notice fee at the usual rate and with such penalty, not exceeding one quarter of the sum due, as the President, District Board may impose, out of the sum I have deposited with him for the due fulfilment of the conditions of this agreement or from my sureties or from either of them or by attachment and sale of any property whatsoever belong to me or my sureties.

17. The District Board President, shall have power to impose on me a fine not exceeding Rs 50/ for any infringement by me or by any of my servants (or by the sub-lesse or if the contract is sub-let in accordance with clause 11) of any of the conditions

of the agreement or any of the provisions of the law for the time being in force for the levy of tolls on ferries and to recover the amount of the fine imposed by any or all of the methods mentioned in the last preceding clause.

18. On failure of myself or my sureties to pay the fine or penalty as mentioned above the President, District Board shall have power at any time to withdraw the farm from me and to recover forthwith, in the manner mentioned in clause 16, all sums due from me up to date. If the farm is withdrawn by reason of any infringement by me or by my servants or my sub lessee of any of the conditions of this agreement or any of the provisions of the law for the time being in force relating to the levy of tolls at ferries, I and my sureties shall be liable to make good the loss which the District Board may suffer from the re-sale of the farm or from the departmental management of the farm for the unexpired portion of the farm.

19. The following list shows the number of boats to be maintained, the number of servants to be employed by me and the number of persons and the amount of goods to be conveyed in each boat in accordance with Clauses 4 and 6 above:-

Clause 4		Clause 6			
Details of boats to be maintained by the farmer.	No. of boatmen for each boat	No. to be conveyed of			Amount of goods (weight in indian Maunds).
		Persons	Animals.	Carts.	
	Not less than.	Not more than			
(a) Supplied by District Board.					
(b) To be provided by the Contractor himself.					

Appendix F G—1

SUBJECT

Section L 13

File No. 114 - 25

Diary No. of letter replied to.....

Serial No. 18

No. L 6379

General and Revenue Secretariat

To

the 192

Mr D C Hastie.

Date of issue 28-2-30

Signed by Asst T. K. Sqn

List of enclosures.....

Copied by 28/2/30

Examined by.....

Sir

With reference to your letter No. C 189-29 dy 20-12-29 forwarding a draft agreement to be taken from the lessees for the control of fences in the Dist, I am directed to state that the agreement is approved with the following modifications over

WD 063—GPB—20,000—1-8-29

G. R. S. G/33]

GENERAL AND REVENUE SECRETARIAT.

(Continuation sheet draft form.)

Dear M
Linked file

A copy of the Bye-laws approved by Govt on the cessation of the Cantonment Board is forwarded herewith for adaptation with such changes as the Board may consider necessary.

2) Besides the draft bye-laws framed by approved by the Board may be published and filed without her sanction with the objections received thereto.

3) Besides the draft bye-laws framed by approved by the Board may be published and filed without her sanction with the objections received thereto.

D for Secretary

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. Bangalore, Dated, 19

From

R. RANGA RAO, Esq., B. A., B. L.,
General Secretary to the Government of His Highness the Maharaja of Mysore.

To

S. Abdul Wajid, Esq., B.A.,
Deputy Commissioner, Hassan District.

Sir,

With reference to your letter No.C.189/29 dated 20th December 1927 forwarding a draft agreement to be taken from the lessees for the control of ferries in the District, I am directed to state that the agreement is approved with the modifications specified below:-

(1) The Board's proposal that "Boats" should ~~xxxx~~ include "Baskets" also cannot be accepted as the main object of the correspondence is the replacement of basket boats by wooden boats.

(2) For the word "tolls" wherever it is used the word "fees" may be used.

(3) In clause 6, the second sentence is not in proper form. It may be altered as follows:-

I shall see that no explosives are carried in the boat."

(4) Schedule A may be shown in the proper place at the end of the agreement.

2. The District Board may also be requested to frame the necessary bye-laws for the control and management of ferries, and incorporate therein the exemption to be given. A copy of the Bye-laws approved by Government in the case of the Chitaldrug District Board is forwarded herewith for adoption with such changes as the Board may consider suitable.

3. The draft bye-laws finally approved by the Board may be published and submitted to Government for sanction with the objections received.

I have the honour to be,
S i r,
Your most obedient servant,

For General Secretary to Government.

DRAFT BYE LAWS RELATING TO THE MANAGEMENT AND WORKING OF THE FERRIES IN THE CHITALDRUG DISTRICT.

1. The Ferries plying across the river Tungabhadra at Sarathi, Nandigudi and Chickbidare in the Harihar Sub Taluk and the Ferry or Ferries that may hereafter be established by the District Board at any other place or places shall be under the management of the District Board.

2. The right to collect tolls payable at each Ferry will be sold by public auction by the President of the District Board (hereinafter called merely the President) or other officer deputed by him. Previous to the sale, a notification shall be published specifying the place at which the sale will be held, the period for which the Ferry will be farmed and the amount to be deposited by each bidder as earnest money.

3. The Ferry will be knocked down to the highest bidder who will be called the contractors of the Ferry. The deposits of the remaining bidders will be returned soon after the confirmation of the sale.

4. A list showing the number of boats to be maintained the number of servants to be employed by the contractor and the number of persons and the amount of goods to be conveyed in each boat, prescribed by the President in accordance with clauses (4) and (6) of bye-law (6) infra shall be made available for the information of the bidders at the time of the sale and a copy thereof shall be furnished to the contractor immediately after the confirmation of the sale.

5. The contractor shall, within 15 days of the receipt of information of the confirmation of the sale in his favour execute an agreement on a duly stamped paper binding himself and his heirs to observe the conditions hereinafter set forth and to be subject to the penalties, forfeitures, and liabilities referred to therein and when he does not hold property in Mysore shall furnish at least two sureties who own sufficient properties in Mysore for the due performance of the contract.

6. The agreement to be executed by the contractor shall contain the following conditions and be in the form annexed:-

(1) He shall undertake to pay the contract amount into the Government treasury at Davangere in 12 equal instalments each on the 1st of every month.

(2) He shall work the Ferry at the appointed place only and nowhere else.

(3) The Ferry shall be in charge of the tindal whose appointment is duly approved by the President. The types of boasts if provided by him shall be those prescribed by the President. He shall, at his own expense keep in good and --- thorough reppair the Ferry boat or boats and all furniture in connection therewith and shall on the expiry or termination of the Farm, make it or them over to such officer as the President may appoint in this behalf provided it or they are supplied to him by the President. He shall, at his expense, execute all repairs to the boat and to the furniture, approved by the President, and shall not execute any such repairs without first obtaining such approval, except in cases of mergency when necessary repairs will be carried out first and then reported to the President through the Deputy Amildar, Harihar, for approval. He shall pay such sums as cost of any repairs executed by the District Board, Chitaldrug, or as compensation for any damage done to the boats or to the furniture supplied by the President, as the President may determine; and he shall at all reasonable times permit officers, deputed either generally or specially for the purpose by the President, to examine the Ferry boat and equipments. He shall not ~~pix~~ play any boat without a certificate of soundness from the Public Works Department renewable every year at his own expense.

(4) The tindal and necessary khalasis will be appointed by him subject to the approval of the President and they shall also be liable to removal and to be replaced by others at any time on a requisition from the President. The boats and necessary number of khalasis as shown in Bye-law 4 will be maintained by him. He shall employ any other additional men required for loading and unloading passengers luggage, goods and the like. He shall personally or through a man appointed for the purpose see that all reasonable facilities are offered to passengers and that their luggage and goods are taken to the banks of the river with care. He shall submit to the President, or to such other officer as the President may direct, for his --- approval the name, age and address of the person to be so --- emplyed, and such person shall be liable to immediate dismissal from such employment without previous notice on the --- written requisition of the President or such other officer as the President may direct. The men to be appointed by him for working the Ferries shall be strong, active and trained for the work to which they are to be appointed. He shall see that they do not take any drug or other intoxicant while on duty but are sober. He shall not ply any boat with less than the number of boatmen to be carried on such boat under the provisions of bye-law 4.

(5) He shall work the Ferry day and night on every day that the Ferry can be worked, or at such other times as shall be determined by the President during the period of the lease and shall post one bright lamp on each side of the river and on the Ferry itself. He shall keep the Ferry at a convenient --- place to admit the passengers and their luggage, animals, carts carriages and goods getting in or being brought into the Ferry with safety. He shall also keep a ladder or wooden planks sufficient for the use of passengers getting in or out of the Ferry whenever necessary. He shall take steps to prevent passengers embarking or alighting from the Ferry except by the proper --- planks or ladder. The Ferry boats shall also be kept in readiness for the crossing of the mail as soon as it reaches the Ferry.

Ferry. Animals and carts shall be conveyed only by such appointed boats and rafts as have decks and not by any other boat. A board showing in Kannada how many persons and what quantity of goods each boat is authorised to convey shall be suspended in each boat.

(6) He shall not admit passengers, carts, animals and goods in excess of the limit prescribed by the President. He shall not detain passengers, carts, animals and goods for more than two hours on the banks. No explosive shall be carried in the Ferry boat. He shall not use any Ferry boat licensed to carry ten or more passengerw, without a load-line clearly painted on it. He shall not ply any such Ferry boat with the load-line under water.

(7) He shall levy fees at the rates prescribed on this behalf All tolls levied shall be recovered in cash. He, or any other servant empliyed by him, shall collect the tolls from the passengers at the time of starting and not while the boat is crossing the Ferry. The levy of tolls shall be subject to the exemptions that are in force or that have been or may hereafter be notified.

(8) He shall at his own expense keep posted up in a conspicuous place on each side of the Ferry a table, both in English and Kannada showing the fees to be levied and the exemptions as well as the number of passengers and load allowed for each boat. He shall keep a board on the Ferry stand on each side of the Ferry with a copy of the certificate for soundness from the Public Works Department relating to each boat maintained by him pasted on it.

(9) On the expiry of the rainy season, that is on November 1st, he shall cover the Ferry boat supplied to him by the District Board with a thatch roof at his own cost to xx protect it against all -- damages and he shall make good all loss whatever arising from his failure to do what he is bound to do under the above terms.

Provided that this clause applies to Ferries working during the mon-soon only.

(10) He shall bear all expenses in respect of the employment of one or two police constables if, in consequence of any quarrel between him and any of the passengers or owing to his other mis-conduct, the President thinks it necessary to employ any such constable or constables.

(11) He shall not sublet the whole or any portion of the right to levy fees at the Ferry to any person nor hold the contract in partnership with anybody without previously obtaining the written permission of the President.

(12) He shall have at his own expense prepared and kept available at the Ferry a copy of the agreement executed by him and shall produce it on demand for inspection by any executive officer of the District Board, Chitaldrug, or revenue officer not below the rank of a Shekdar.

(13) He shall keep correctly written a day book relating to the management of the contract and enter in that day book the number of men and animals conveyed each day and the aggregate income therefrom. At the end of the year he shall forward to the President, the whole year's account when made up. He shall show the day book to any one who may be deputed by the President to inspect it.

(14) If during the continuance of the agreement any of his sureties shall die or shall abscond or for any other reason be disqualified to stand as surety, or will apply for discharge from --- liability as such surety, he shall, within one month from the date of requisition from the President so to do, give another surety to the satisfaction of the President.

(15) He shall himselfor through his servant carry on this Farm subject to any Rules that have been made or may hereafter be made by the District Board provided that if any such Rule or order necessitates a modification of the position of the Ferry or of the ---

schedules

schedules ~~xxxxxx~~ showing the rates of fees to be levied or the conditions of levy and exemptions from payment of fees and will diminish the value of the Farm the President shall give him the option either of surrendering the Farm for the unexpired portion of the period, on full discharge of all payments due by him up to date, or of continuing the Farm for the full period subject to the payment of such modified amount of revenue or rent on account of the Farm as the President may determine. If for any reason the District -- Board, Chitaldrug, deem it expedient to close absolutely any toll station on the Ferry and issue orders to that effect, they reserve to themselves the right to take a part of the amount of contract proportionate to the expired portion of the term of the contract and to cancel the contract for the remaining period.

(16). Subject to the provisions of the last preceding clause he shall bear all loss arising from any cause whatever and shall --- punctually make all payments due by him to the District Board, Chitaldrug, under the agreement from time to time as soon as they become due without any pretext or excuse or claim for compensation whatever. If he fails to pay any amount on the due date, he shall pay interest on every such amount at 12% per annum from that date. In the event of any default in payment of any sum due under the above conditions within ten days of receipt of a notice demanding payment of the same, the President may recover the same together ~~xxxx~~ with the amount of notice fee at the usual rate and with such penalty not exceeding one quarter of the sum due, as the President may impose, out of the sum he has deposited with the President for the due fulfilment of the above conditions, or from his sureties or from either of them in the manner laid down in the Mysore District Boards Regulation 1926.

(17) The President shall have power to impose on him a penalty not exceeding Rs.500/- for any infringement by him or by any of his servants (or by the sub lessee, if the contract is ~~xxxxxx~~ sublet in accordance with clause 11) of any of the above mentioned conditions or of any of the provisions of the law or the time being in force for the levy of tolls on ferries and to recover the amount of the penalty so imposed by any or all the methods mentioned in the last preceding clause

(18) If the Farm is withdrawn by reason of any infringement by him or by his servants or his sub lessees if any, of the above mentioned conditions or any of the provisions of the law for the time being in force relating to the levy of tolls at Ferries, he and his sureties shall be liable to make good the loss which the District Board, Chitaldrug, may suffer from the re-sale of the Farm or from the Departmental management of the Farm for the enexpired portion of the Farm.

(19) The re-sale of the contract shall be no bar to the prosecution of the contractor or his employees for any offence or to the institution of other legal proceedings against him under any law for the time being in force.

For General Secretary to Government.

K.M.R.2.
24/2.